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|---|--|-------------------------------------|---|---|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 |
| 2. AMENDMENT/MODIFICATION NO. MODIFICATION | | 3. EFFECTIVE DATE SEE BLOCK 16C. | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (IF APPLICABLE) |
| 6. Issued By | | Code | 7. ADMINISTERED BY (If other than Item 6) | |
| | | | Code | |
| 8. Name and Address of Contractor (No., street, county, State and ZIP Code) | | | (x) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | | | 9B. DATED (SEE ITEM 11) |
| | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | | | 10B. DATED (SEE ITEM 13) |
| CODE | | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

| | | | | | |
|--|---|--|-------------|-------------------------------------|------------------|
| | The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers | | is extended | <input checked="" type="checkbox"/> | is not extended. |
|--|---|--|-------------|-------------------------------------|------------------|

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|---|---|
| | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : FAR 52.212-4(c) |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|--|------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| | | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |
| | | BY _____ | |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

SIGNIFICANT CHANGES

Please be advised of the following:

1. The purpose of this modification is to update clauses to the latest version of the Environmental Services Schedule Solicitation, TFTP-EW-990899-B (Refresh #11). Periodic changes are necessary to update pertinent clauses that keep the solicitation current for all schedule 899 contractors. All clauses, regulations and/or changes found within this document will be incorporated into the referenced contract cited in the SF-30 and these clauses, regulations and/or changes will replace all previous versions of said clauses.

The attention of the Contractor is invited to the following changes made since the issuance of the last solicitation dated August 20, 2007 and Refresh #10 which posted in error on April 17, 2008.

2. Service Contract Act (SCA) Wage Determination Index dated March 26, 2008 is attached. This index lists the most recent revision numbers as of its effective date. Contractor should review the revised "INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT" (SCA), ATTACHED HERETO AND MADE A PART OF THIS MODIFICATION. **If contractor anticipates a claim to revise prices in accordance with FAR 52.222-43, contractor shall notify GSA within 30 days after acceptance of this modification.** Note that if the request to revise prices in accordance with FAR 52.222-43 is accepted and processed, all future price increases for SCA eligible categories in the contract shall only be allowed in accordance with FAR 52.222- 43. Existing EPA methods (i.e. annual escalation) will be removed for SCA categories. After a modification is approved to increase prices in accordance with FAR 52.222-43, that pricing for the SCA categories will not increase until a future Index of Wage Determinations is incorporated to the contract and an acceptable modification request in accordance with FAR 52.222-43 is received and processed.
3. ***Contractors who take exception to the mass modification must contact the PCO within 10 days after receipt of modification.*** Any exceptions to this modification will be negotiated on a case-by-case basis.

The following clauses are added to the contract:

- 52.212-4 Contract Terms and Conditions – Commercial Item (FEB 2007)
(ALT I – FEB 2007)
- 52.212-4 Contract Terms and Conditions – Commercial Items (Feb 2007)
(Deviation Feb 2007)
- 52.216-19 Order Limitations (Oct 1995)(Deviation II – Feb 2007)
- 52.219-8 Utilization of Small Business Concerns (May 2004) Remedies (Feb 2008)
- 52.219-16 Liquidated Damages – Subcontracting Plan (Jan 1999)
- 52.219-28 Post-Award Small Business Program Re-representation (Jun 2007)
 - 52.222-29 Notification of Visa Denial (June 2003)
- 52.229-3 Federal, State, and Local Taxes (Apr 2003) (Deviation I – Feb 2007)
- 52.242-15 Stop-Work Order (Aug 1989)
- 552.252-6 Authorized Deviations in Clauses (Sep 1999) (Deviation 52.252-6)
- 552.211-82 Notice of Shipment (Feb 1996)
- I-FSS-644 Dealers and Suppliers (Oct 1988)

The following Clauses are *updated* to a new version in the contract:

- 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.212-1 Instructions To Offerors – Commercial Items (Nov 2007)
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes Or Executive Orders – Commercial Items (Feb 2008)
- 52.222-19 Child Labor –Cooperation with Authorities and Remedies (Feb 2008)
- 52.222-41 Service Contract Act of 1965 (Nov 2007)
- 52.225-5 Trade Agreements (Nov 2007)
- 52.232-17 Interest (Jun 1996) (Deviation I – May 2003)
- 52.232-34 Payment By Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (Deviation – Feb 2007)
- 52.232-36 Payment by a Third Party (May 1999) (Deviation I – May 2003)
- 52.237-3 Continuity of Services (Jan 1991) (Deviation I – May 2003)
- 52.246-4 Inspection of Services – Fixed Price (Aug 1996) (Deviation I – May 2003)
- 52.247-38 F.O.B Inland Carrier, Point of Exportation (Feb 2006) (Deviation I – Feb 2007)
- 52.247-64 Preference for Privately Owned U.S. – Flag Commercial Vessels (Feb 2006)
- 552.211-75 Preservation, Packaging, and Packing (FEB 1996) (Alternate I – May 2003)
- 552.211-77 Packing List (FEB 1996) (Alternate I – May 2003)
- 552.216-72 Placement of Orders (Sep 1999) (Alternative IV – Feb 2007)
- 552.232-8 Discounts for Prompt Payment (Apr 1989) (Deviation Far 52.232-8) (Alternate I – May 2003)
- 552.238-75 Price Reduction (May 2004) (Alternate I – May 2003)
- 552.246-73 Warranty – Multiple Award Schedule (Mar 2000) (Alternate I – May 2003)

The following Clauses are *deleted* from the Contract:

- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Sep 2005)
- 52.208-9 Contractor Use of Mandatory Sources of Supply or Services (Jun 2006)
- 52.212-4 Contract terms and Conditions – Commercial Items (Feb 2007)
- 52.216-19 Order Limitations (Oct 1995)
- 52.223-6 Drug Free Workplace (May 2001)
- 52.232-19 Availability of Funds For The Next Fiscal Year (Apr 1984) (Dev I – May 2003)
- 52.245-1 Government Property (Jun 2007)
- 52.246-6 Inspection –Time-And-Material and Labor-Hour (May 2001)
- 52.253-1 Computer Generated Forms (Jan 1991)
- 552.211-73 Marking (Feb 1996)
- 552.215-70 Examination of Records by GSA (Feb 1996)
- 552.223-70 Hazardous Substances (May 1989)
- 552.223-71 Nonconforming Hazardous Materials (Sep 1999)
- 552.223-72 Hazardous Material Information (Sep 1999)
- 552.232-77 Payment by Government wide Commercial Purchase Card (Mar 2000) (Alternate I – Mar 2000)
- 552.237-71 Qualifications of Employees (May 1989)
- I-FSS-95 Re-Representation of Size Status for Option Periods (Jun 2003)
- K-FSS-9 Section 8(a) Representation for the Multiple Award Schedule Program (Sep 2000)
- T-TFTP-01 Environmental Services Schedule Additional Terms and Conditions (Jan 2007)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (NOV 2007)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the

closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)
(ALTERNATE I --FEB 2007)**

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken ...

(5) (i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.*

(I) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause:

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that areⁿ

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: All; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the

reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.*

(I) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(I) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect then

(I) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(I)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractorⁿ

(I) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shallⁿ

(I) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(I) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(I)(ii)(B) of this clause: Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert "None" ..

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert "None" ..

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments.

(i) Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(ii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(6) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(7) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(8) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(9) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o. b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and

10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(I) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one

business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2007) (DEVIATION FEB 2007)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
 - (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on an ordering activity bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the ordering activity waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the ordering activity and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*

(1) Items accepted. Payment shall be made for items accepted by the ordering activity that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The ordering activity will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the ordering activity makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the ordering activity has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the ordering activity upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the ordering activity at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Ordering Activity's convenience.* The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the ordering activity upon acceptance, regardless of when or where the ordering activity takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to ordering activity contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to ordering activity Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the ordering activity's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

| Number | Title | Clause/Provision |
|-----------|--|------------------|
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) (ALTERNATE I – OCT 1995) | |
| 52.204-9 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007) | |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) (ALTERNATE II – OCT 2001) | |
| 52.219-16 | LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) | Clause |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) REMEDIES (FEB 2008) | Clause |
| 52.219-28 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007) | Clause |
| 52.222-19 | CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008) | |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) | Clause |
| 52.222-26 | EQUAL OPPORTUNITY (MAR 2007) | Clause |
| 52.222-3 | CONVICT LABOR (JUN 2003) | Clause |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) | Clause |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) | Clause |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) | Clause |
| 52.222-39 | NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004) | Clause |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006) | Clause |
| 52.225-5 | TRADE AGREEMENTS (NOV 2007) | Clause |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION (OCT 2003) | |
| 52.232-36 | PAYMENT BY THIRD PARTY (MAY 1999) (DEVIATION I – MAY 2003) | |
| 52.239-1 | PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) | |

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

Number Title Clause/Provision

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007) Clause

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989) Clause

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-- PRICE ADJUSTMENT
(MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006) Clause

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(I) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records,

materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (I) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 (b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

52.216-19 ORDER LIMITATIONS (OCT 1995) (DEVIATION II —FEB 2007)16.506(b)

(a) Minimum order. When the ordering activity requires supplies or services covered by this contract in an amount of less than \$100.00, the ordering activity is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$5 million;
- (2) Any order for a combination of items in excess of \$5 million; or
- (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the ordering activity is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the ordering activity may acquire the supplies or services from another source.

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract— HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration. Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16). Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto. Small disadvantaged business concern means a small business concern that represents, as part of its offer that—

- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;
- (2) No material change in disadvantaged ownership and control has occurred since its certification;

- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net). Veteran-owned small business concern means a small business concern— (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) The management and daily business operations of which are controlled by one or more veterans. Women-owned small business concern means a small business concern— (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern

52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

- (a) Definitions. As used in this clause--
Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8 Option to Extend Services, or other appropriate authority.
Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
 - (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
 - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 day after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts--
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed: The Contractor represents that it _____ is, _____ is not a small business concern under NAICS Code _____ assigned to contract number _____.

52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in—

- (1) Canada, and the anticipated value of the acquisition is \$25,000 or more;
- (2) Israel, and the anticipated value of the acquisition is \$50,000 or more;
- (3) Mexico, and the anticipated value of the acquisition is \$67,826 or more; or
- (4) Aruba, Austria, Belgium, Bulgaria, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Romania, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$194,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

- (1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.
- (2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.
- (3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.
- (4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

- (1) The Contracting Officer may terminate the contract.
- (2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.
- (3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW., Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

(a) Definitions. As used in this clause—

Act means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.). *Contractor* when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor." *Service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in subpart C of 29 CFR Part 4.

(c) Compensation.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

- (vi) Upon discovery of failure to comply with subparagraphs (b)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under the contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.
- (d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.
- (e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.
- (f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (g) Notification to employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of the service employee. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.
- (i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:
- (i) For each employee subject to the Act—
 - (A) Name and address and social security number;
 - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (C) Daily and weekly hours worked by each employee; and
 - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.
 - (iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.
- (2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor will permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semimonthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government prime Contractor under this or any other Government contract with the prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may either enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent prime Contractor shall furnish to the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Ruling and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification.

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision—

- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
- (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
- (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.225-5 TRADE AGREEMENTS (NOV 2007)

(a) Definitions. As used in this clause.

Designated country means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago). Designated country end product means a WTO GPA country end product, an FTA country end product, a least developed country end product, or a Caribbean Basin country end product.

(1) Means an article that—

(i) (A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed; And

(ii) Is not excluded from duty-free treatment for Caribbean countries under 19 U.S.C. 2703(b).

(A) For this reason, the following articles are not Caribbean Basin country end products:

- (1) Tuna, prepared or preserved in any manner in airtight containers;
- (2) Petroleum, or any product derived from petroleum;
- (3) Watches and watch parts (including cases, bracelets, and straps) of whatever type including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the Harmonized Tariff Schedule of the United States (HTSUS) column 2 rates of duty apply (i.e., Afghanistan, Cuba, Laos, North Korea, and Vietnam); and
- (4) Certain of the following: textiles and apparel articles; footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel; or handloomed, handmade, and folklore articles;

(B) Access to the HTSUS to determine duty-free status of articles of these types is available at <http://www.usitc.gov/tata/hts/>. In particular, see the following:

- (1) General Note 3(c), Products Eligible for Special Tariff treatment.
- (2) General Note 17, Products of Countries Designated as Beneficiary Countries under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits under the United States—Caribbean Basin Trade Partnership Act; and

(2) Refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the acquisition, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Designated country end product means an article that—

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Free Trade Agreement country end product means an article that—

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. Least developed country end product means an article that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product, includes services (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. WTO GPA country end product means an article that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services, (except transportation services) incidental to the article, provided that the value of those incidental services does not exceed that of the article itself. End product means those articles, materials, and supplies to be acquired under the contract for public use. United States means the 50 States, the District of Columbia, and outlying areas. U.S.-made end product means an article that is mined, produced, or manufactured in the United States or that is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

(b) Delivery of end products. The Contracting Officer has determined that the WTO GPA and FTAs apply to this acquisition. Unless otherwise specified, these trade agreements apply to all items in the Schedule. The Contractor shall deliver under this contract only U.S.-made or designated country end products except to the extent that, in its offer, it specified delivery of other end products in the provision entitled “Trade Agreements Certificate.”

(c) United States law will apply to resolve any claim of breach of this contract.

52.229-3 Federal, State, AND Local Taxes (APR 2003) (Deviation – FEB 2007)

(a) As used in this clause— “After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes. “After-relieved Federal tax” means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date. “All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract. “Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification. “Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The ordering activity shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

52.232-17 INTEREST (JUN 1996) (DEVIATION – MAY 2003)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the ordering activity under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the ordering activity transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (DEVIATION – FEB 2007)

(a) Method of payment.

- (1) All payments by the ordering activity under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the ordering activity is unable to release one or more payments by EFT, the Contractor agrees to either—
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
 - (ii) Request the ordering activity to extend payment due dates until such time as the ordering activity makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

- (1) The Contractor is required to provide the ordering activity with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by to be determined at the task order level. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
- (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT

information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The ordering activity may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment.

(1) The ordering activity is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the ordering activity shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the ordering activity used the Contractor's EFT information incorrectly, the ordering activity remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of ordering activity release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the ordering activity is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the ordering activity shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the ordering activity, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The ordering activity is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The ordering activity may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the ordering activity does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the ordering activity. If the ordering activity makes payment by check in accordance with paragraph (a) of this clause, the ordering activity shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

52.232-36 PAYMENT BY THIRD PARTY (MAY 1999) (DEVIATION –MAY 2003)

- (a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the ordering activity, in accordance with the terms of this clause. The third party and, if applicable, the particular credit card to be used are identified elsewhere in this contract.
- (b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the ordering activity account with the third party, at the time and for the amount due in accordance with the terms of this contract.
- (c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the ordering activity and are not subject to the Prompt Payment Act or any implementation thereof in this contract.
- (d) Documentation. Documentation of each charge against the ordering activities' account shall be provided to the Contracting Officer upon request.
- (e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.
- (f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

52.237-3 CONTINUITY OF SERVICES (JAN 1991) (DEVIATION –MAY 2003)

- (a) The Contractor recognizes that the services under this contract are vital to the ordering activity and must be continued without interruption and that, upon contract expiration, a successor, either the ordering activity or another contractor, may continue them. The Contractor agrees to-
- (1) Furnish phase-in training; and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice,
- (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and
 - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.242-15 STOP-WORK ORDER (AUG 1989)

The "90-day" period stated in the clause may be reduced to less than 90 days.

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996) (DEVIATION - MAY 2003)

(a) Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the ordering activity covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the ordering activity during contract performance and for as long afterwards as the contract requires.

(c) The ordering activity has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The ordering activity shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the ordering activity performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the ordering activity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the ordering activity may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the ordering activity may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the ordering activity that is directly related to the performance of such service; or

(2) Terminate the contract for default.

52.247-38 F.O.B. Inland Carrier, Point of Exportation (FEB 2006) (DEVIATION – FEB 2007)

(a) The term "f.o.b. inland carrier, point of exportation," as used in this clause, means free of expense to the ordering activity, on board the conveyance of the inland carrier, delivered to the specified point of exportation.

(b) The Contractor shall—

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment for ocean transportation in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) Prepare and distribute commercial bills of lading or other transportation receipt;

(3) (i) Deliver the shipment in good order and condition in or on the conveyance of the carrier on the date or within the period specified; and

(ii) Pay and bear all applicable charges, including transportation costs, to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before delivery of the shipment to the point of delivery in the contract; and

(5) At the ordering activity's request and expense, assist in obtaining the documents required for—

(i) Exportation; or

(ii) Importation at destination.

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. Appx 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are—

- (1) Acquired for a U.S. Government agency account;
- (2) Furnished to, or for the account of, any foreign nation without provision for reimbursement;
- (3) Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
- (4) Acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.
- (c) (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both (i) the Contracting Officer and (ii) the Office of Cargo Preference, Maritime Administration (MAR-590), 400 Seventh Street, SW, Washington, DC 20590. Subcontractor bills of lading shall be submitted through the Prime Contractor.
- (2) The Contractor shall furnish these bill of lading copies (i) within 20 working days of the date of loading for shipments originating in the United States, or (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
 - (A) Sponsoring U.S. Government agency.
 - (B) Name of vessel.
 - (C) Vessel flag of registry.
 - (D) Date of loading.
 - (E) Port of loading.
 - (F) Port of final discharge.
 - (G) Description of commodity.
 - (H) Gross weight in pounds and cubic feet if available.
 - (I) Total ocean freight revenue in U.S. dollars.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
- (e) The requirement in paragraph (a) does not apply to—
 - (1) Cargoes carried in vessels as required or authorized by law or treaty;
 - (2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
 - (3) Shipments of classified supplies when the classification prohibits the use of non-Government vessels; and
 - (4) Subcontracts or purchase orders for the acquisition of commercial items unless—(g) This contract is—i. A contract or agreement for ocean transportation services; or ii. A construction contract; or (h) The supplies being transported are—i. Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or ii. Shipped in direct support of U.S. military—1. Contingency operations; 2. Exercises; or 3. Forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates, Maritime Administration, 400 Seventh Street, SW, Washington, DC 20590, Phone: 202-366-4610.

552.211-75 Preservation, Packaging and Packing.(Feb 1996) (Alternate I – May 2003)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering activity and the Contractor.

552.211-77 Packing List. (Feb 1996) (Alternate I – May 2003)

- (a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate:
 - (1) Name and address of the consignor;
 - (2) Name and complete address of the consignee;
 - (3) Government order or requisition number;
 - (4) Government bill of lading number covering the shipment (if any); and
 - (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).
- (b) When payment will be made by Ordering activity commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:
 - (1) Cardholder name and telephone number; and
 - (2) The term "Credit Card."

552.211-82 NOTICE OF SHIPMENT (FEB 1996)

If specified in an order placed under this contract, the Contractor shall, at the time each shipment is made on such order, furnish a notice of shipment to either the consignee or the ordering office or both, as specified. This requirement may be satisfied by completion and return of appropriate forms furnished by the ordering office or by the furnishing of copies of bills of lading, freight bills, or similar documents in accordance with normal commercial practice if such document clearly identifies the order number, items and quantities shipped, date of shipment, point of origin, method of shipment and routing, and the name of initial carrier.

552.216-72 Placement of Orders (SEP 1999) (Alternate IV -- FEB 2007)

- (a) See 552.238-78, Scope of Contract (Eligible Ordering Activities)--Alternate I, for who may order under this contract.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Acquisition Service (FAS) will place orders for eligible ordering activities, as defined in paragraph (a) of the clause at 552.238-78-Alternate I, by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other eligible ordering activities, as defined in paragraphs (a) and (d) of the clause at 552.238-78-Alternate I, may also place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each ordering activity placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Ordering activities may obtain a sample format to customize as needed from the office specified in paragraph (g) of this clause.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:
 - General Services Administration
 - Acquisition Operations and Electronic Commerce Center (FCS)
 - Washington, DC 20406
 - Telephone: (703) 305-7741
 - FAX: (703) 305-7720

552.232-8 DISCOUNTS FOR PROMPT PAYMENT (APR 1989) (DEVIATION FAR 52.232-8) (ALTERNATE I — MAY 2003)

- (a) Discounts for early payment (hereinafter referred to as "discounts" or "the discount") will be considered in evaluating the relationship of the offeror's concessions to the Government vis-a-vis the offeror's concessions to its commercial customers, but only to the extent indicated in this clause.
- (b) Discounts will not be considered to determine the low offeror in the situation described in the "Offers on Identical Products" provision of this solicitation.
- (c) Uneconomical discounts will not be considered as meeting the criteria for award established by the Government. In this connection, a discount will be considered uneconomical if the annualized rate of return for earning the discount is lower than the "value of funds" rate established by the Department of the Treasury and published quarterly in the Federal Register. The "value of funds" rate applied will be the rate in effect on the date specified for the receipt of offers.
- (d) Discounts for early payment may be offered either in the original offer or on individual invoices submitted under the resulting contract. Discounts offered will be taken by the Government if payment is made within the discount period specified.
- (e) Discounts that are included in offers become a part of the resulting contracts and are binding on the Contractor for all orders placed under the contract. Discounts offered only on individual invoices will be binding on the Contractor only for the particular invoice on which the discount is offered.
- (f) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

552.238-75 PRICE REDUCTIONS (MAY 2004) (ALTERNATE I—MAY 2003)

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer

(or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.

(b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.

(c) (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—

- (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
- (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
- (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.

(2) The Contractor shall offer the price reduction to the eligible ordering activities with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).

(d) There shall be no price reduction for sales—

- (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
- (2) To eligible ordering activities under this contract;
- (3) Made to State and local government entities when the order is placed under this contract (and the State and local government entity is the agreed upon customer or category of customer that is the basis of award); or
- (4) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

(e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.

(f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.

(g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

552.246-73 Warranty—Multiple Award Schedule. (Mar 2000) (Alternate I – May 2003)

(a) Applicable to domestic locations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the Contractor's commercial price list applies to this contract.

(b) Applicable to overseas destinations. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the commercial price list applies to this contract, except as follows:

(b)(1) The Contractor must provide, at a minimum, a warranty on all non-consumable parts for a period of 90 days from the date that the ordering activity accepts the product.

(2) The Contractor must supply parts and labor required under the warranty provisions free of charge.

(b)(3) The Contractor must bear the transportation costs of returning the products to and from the repair facility, or the costs involved with Contractor personnel traveling to the ordering activity facility for the purpose of repairing the product onsite, during the 90-day warranty period.

552.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (SEP 1999) (DEVIATION FAR 52.252-6)

(a) Deviations to FAR clauses.

(1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5).

(2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of "(DEVIATION)" after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

I-FSS-644 DEALERS AND SUPPLIERS (OCT 1988)

When requested by the Contracting Officer, if other than the manufacturer, the offeror must submit prior to award of a contract, either (1) a letter of commitment from the manufacturer which will assure the offeror of a source of supply sufficient to satisfy the Government's requirements for the contract period, OR (2) evidence that the offeror will have an uninterrupted source of supply from which to satisfy the Government's requirements for the contract period.

INDEX OF REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE
CONTRACT ACT

Updated 03/26/2008

Wage Determination No.: 05-2001

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/17/2007
State: Alabama

Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb,
Etowah,
Talladega

Wage Determination No.: 05-2003

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/21/2007

State: Alabama

Area: Alabama Counties of Bibb, Blount, Cullman, Fayette, Greene, Hale,
Jefferson, Lamar, Marengo, Perry, Pickens, Shelby, St Clair,
Tuscaloosa, Walker

Wage Determination No.: 05-2005

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Alabama, Georgia

Areas: Alabama COUNTIES OF Barbour, Coffee, Dale, Geneva, Henry,
Houston Georgia COUNTIES OF Clay, Early, Miller, Seminole

Wage Determination No.: 05-2007

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/11/2008

State(s): Alabama, Tennessee

Areas: Alabama COUNTIES OF Colbert, Franklin, Jackson, Lauderdale,
Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Winston
Tennessee COUNTIES OF Giles, Lawrence, Lincoln, Moore, Wayne

Wage Determination No.: 05-2009

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 10/09/2007

State(s): Alabama

Areas: Alabama COUNTIES OF Baldwin, Choctaw, Clarke, Conecuh,
Covington, Escambia, Mobile, Monroe, Washington

Wage Determination No.: 05-2011

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 2/01/2008

State(s): Alabama

Areas: Alabama COUNTIES OF Autauga, Bullock, Butler, Chilton, Coosa,
Crenshaw, Dallas, Elmore, Lowndes, Macon, Montgomery, Pike, Tallapoosa,
Wilcox

Wage Determination No.: 05-2017

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 3/20/2008

State(s): Alaska

Areas: Alaska STATEWIDE

Wage Determination No.: 05-2023

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 9/27/2007

State(s): Arizona

Areas.: Arizona COUNTIES OF Apache, Coconino, Gila, Maricopa, Navajo,
Pinal, Yavapai

Wage Determination No. : 05-2025

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/18/2007

State(s): Arizona

Areas: Arizona COUNTIES OF Cochise, Graham, Greenlee, Pima, Santa Cruz

Wage Determination No.: 05-2027

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Arizona

Areas: Arizona COUNTIES OF La Paz, Yuma

Wage Determination No.: 05-2033

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Arkansas

Areas: Arkansas COUNTIES OF Baxter, Boone, Clay, Cleburne, Conway, Faulkner, Fulton, Garland, Greene, Hot Spring, Independence, Izard, Jackson, Lawrence, Lonoke, Marion, Monroe, Montgomery, Perry, Pope, Prairie, Pulaski, Randolph, Saline, Searcy, Sharp, Stone, Van Buren, White, Woodruff, Yell

Wage Determination No.: 05-2035

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Arkansas

Areas: Arkansas COUNTIES OF Arkansas, Ashley, Bradley, Calhoun, Chicot, Clark, Cleveland, Dallas, Desha, Drew, Grant, Jefferson, Lincoln, Ouachita, Phillips, Pike, Union

Wage Determination No.: 05-2037

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Arkansas

Areas: Arkansas COUNTIES OF Benton, Carroll, Crawford, Franklin, Johnson, Logan, Madison, Newton, Polk, Scott, Sebastian, Washington

Wage Determination No.: 05-2043

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 11/07/2007

State(s): California

Areas: California COUNTIES OF Kern

Wage Determination No.: 05-2045

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/18/2007

State(s): California

Areas: California COUNTIES OF Fresno, Madera, Mariposa, Merced

Wage Determination No.: 05-2047

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): California

Areas: California COUNTIES OF Los Angeles, Orange

Wage Determination No.: 05-2049

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): California

Areas: California COUNTIES OF Monterey, San Benito

Wage Determination No.: 05-2051

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/31/2007

State(s): California

Areas: California COUNTIES OF Alameda, Contra Costa

Wage Determination No.: 05-2053

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): California

Areas: California COUNTIES OF Riverside, San Bernardino

Wage Determination No.: 05-2055

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/31/2007

State(s): California

Areas: California COUNTIES OF Alpine, Amador, Butte, Colusa, Del Norte,
El Dorado, Glenn, Humboldt, Lake, Mendocino, Modoc, Nevada, Placer,
Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity,
Yolo, Yuba

Wage Determination No.: 05-2057

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California

Areas: California COUNTIES OF Imperial, San Diego

Wage Determination No.: 05-2059

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/31/2007

State(s): California

Areas: California COUNTIES OF Marin, San Francisco, San Mateo

Wage Determination No.: 05-2061

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/31/2007

State(s): California

Areas: California COUNTIES OF Santa Clara, Santa Cruz

Wage Determination No.: 05-2063

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/19/2007

State(s): California

Areas: California COUNTIES OF San Luis Obispo, Santa Barbara

Wage Determination No.: 05-2067

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 8/17/2007

State(s): California

Areas: California COUNTIES OF Calaveras, San Joaquin, Stanislaus,
Tuolumne

Wage Determination No.: 05-2069

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/31/2007

State(s): California

Areas: California COUNTIES OF Napa, Solano, Sonoma

Wage Determination No.: 05-2071

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): California

Areas: California COUNTIES OF Ventura

Wage Determination No.: 05-2073

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): California

Areas: California COUNTIES OF Inyo, Kings, Tulare

Wage Determination No.: 05-2079

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): Colorado

Areas: Colorado COUNTIES OF Cheyenne, El Paso, Kit Carson, Lincoln,
Teller

Wage Determination No.: 05-2081

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/27/2007

State(s): Colorado

Areas: Colorado COUNTIES OF Adams, Arapahoe, Boulder, Broomfield, Clear
Creek, Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson,
Logan,
Morgan, Park, Phillips, Sedgwick, Summit, Washington, Weld, Yuma

Wage Determination No.: 05-2083

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): Colorado

Areas: Colorado COUNTIES OF Alamosa, Archuleta, Baca, Bent, Chaffee, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Fremont, Garfield, Gunnison, Hinsdale, Huerfano, Kiowa, Lake, La Plata, Las Animas, Mesa, Mineral, Moffat, Montezuma, Montrose, Otero, Ouray, Pitkin, Prowers, Pueblo, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel

Wage Determination No.: 05-3009

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 8/09/2007

State(s): Colorado

Areas: Colorado COUNTIES OF Larimer

Wage Determination No.: 05-2087

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Connecticut

Areas: Connecticut COUNTIES OF Hartford, Litchfield, Middlesex, New London, Tolland

Wage Determination No.: 05-2089

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/06/2008

State(s): Connecticut - statewide, except Hartford

Areas: Applicable statewide in Connecticut, excluding Fairfield County, New Haven County, New London County, excluding Colchester Town and the Hartford Metropolitan Statistical Area defined below:

HARTFORD County - Avon Town, Bloomfield Town, Canton Town, East Granby Town, East Hartford Town, East Windsor Town, Enfield Town, Farmington Town, Glastonbury Town, Granby Town, Hartford Town, Manchester Town, Marlborough Town, Newington Town, Rocky Hill Town, Simsbury Town, South Windsor Town, Suffield Town, West Hartford Town, Wethersfield Town, Windsor Town, Windsor Locks Town.

LITCHFIELD COUNTY - New Hartford Town

MIDDLESEX COUNTY - Cromwell Town, East Hampton Town, Portland Town

NEW LONDON COUNTY - Colchester Town

TOLLAND TOWN - Andover City, Bolton City, Columbia Town, Coventry Town,
Ellington City, Hebron Town, Stafford Town, Tolland Town, Vernon City,
Willington Town

Wage Determination No.: 05-3023

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/07/2007

State(s): Connecticut

Areas: Connecticut COUNTY OF New London excluding Colchester Town

Wage Determination No.: 05-3027

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): Connecticut

Areas: Connecticut COUNTIES OF Fairfield, New Haven

Wage Determination No.: 05-2095

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s) : Delaware, Maryland, Virginia

Areas: Delaware COUNTY OF Sussex
Maryland COUNTIES OF Somerset, Wicomico, Worcester
Virginia COUNTIES OF Accomack, Northampton

Wage Determination No.: 05-2097

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Delaware, Maryland, New Jersey

Areas: Delaware COUNTIES OF Kent, New Castle
Maryland COUNTIES OF Caroline, Cecil, Dorchester, Kent, Queen Anne's,
Talbot
New Jersey COUNTIES OF Salem

Wage Determination No.: 05-2103

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s) : District of Columbia, Maryland, Virginia

Areas: District of Columbia, Statewide
Maryland COUNTIES OF Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia COUNTIES OF Alexandria, Arlington, Fairfax, Falls Church,
Fauquier, King George, Loudoun, Prince William, Stafford.

Wage Determination No.:05-2109

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Flagler, Volusia

Wage Determination No.: 05-2111

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/16/2007

State(s): Florida

Areas: Florida COUNTIES OF Broward, Glades, Hendry, Martin, Okeechobee,
Palm Beach, St Lucie

Wage Determination No.: 05-2113

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida

Areas: Florida COUNTIES OF Alachua, Bradford, Citrus, Dixie, Gilchrist,
Lake, Levy, Marion, Sumter, Union

Wage Determination No.: 05-2115

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Florida, Georgia

Areas: Florida COUNTIES OF Baker, Clay, Columbia, Duval, Hamilton,
Lafayette, Madison, Nassau, Putnam, Saint Johns, Suwannee, Taylor
Georgia COUNTIES OF Brantley, Camden, Charlton, Glynn, Pierce

Wage Determination No.: 05-2117

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 10/01/2007

State(s): Florida

Areas: Florida COUNTIES OF Brevard, Indian River

Wage Determination No.: 05-2119

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/16/2007

State(s): Florida

Areas: Florida COUNTIES OF Collier, Dade, Monroe

Wage Determination No.: 05-3007

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007

State(s): Florida

Areas: Florida COUNTIES OF Bay

Wage Determination No.: 05-2121

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Florida

Areas: Florida COUNTIES OF Calhoun, Franklin, Garden, Holmes, Jackson,
Jefferson, Leon, Liberty, Wakulla, Walton, Washington

Wage Determination No.: 05-3033

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 3/14/2008

State(s): Florida

Areas: Florida COUNTIES OF Escambia, Okaloosa, and Santa Rosa

Wage Determination No.: 05-2123

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Florida

Areas: Florida COUNTIES OF Orange, Osceola, Seminole

Wage Determination No.: 08-0077

Revision No.: 1

Division of Wage Determinations | Date of Last Revision: 2/28/2008

State(s): Florida

Areas: Florida COUNTY OF Orange

Wage Determination No.: 05-2125

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Florida

Areas- Florida COUNTIES OF Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

Wage Determination No.: 05-2131

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Georgia

Areas: Georgia COUNTIES OF Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Clinch, Coffee, Colquitt, Cook, Decatur, Dougherty, Echols, Grady, Irwin, Lanier, Lee, Lowndes, Mitchell, Randolph, Sumter, Terrell, Thomas, Tift, Turner, Ware, Worth

Wage Determination No.: 05-2133

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Georgia

Areas: Georgia COUNTIES OF Banks, Barrow, Bartow, Butts, Carroll, Chattooga, Cherokee, Clarke, Clayton, Cobb, Coweta, Dawson, De Kalb, Douglas, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Gordon, Greene, Gwinnett, Habersham, Hall, Haralson, Henry, Jackson, Lumpkin, Madison, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Polk, Rabun, Rockdale, Spalding, Stephens, Towns, Union, Walton, White, Whitfield

Wage Determination No.: 05-2135

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Burke, Columbia, Elbert, Emanuel, Glascock,
Hart, Jefferson, Jenkins, Lincoln, McDuffie, Richmond, Taliaferro,
Warren, Wilkes
South Carolina COUNTIES OF Aiken, Allendale, Bamberg, Barnwell,
Edgefield, McCormick

Wage Determination No.: 05-2137

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Alabama, Georgia

Areas: Alabama COUNTIES OF Chambers, Lee, Randolph, Russell
Georgia COUNTIES OF Chattahoochee, Harris, Heard, Marion, Meriwether,
Muscogee, Quitman, Schley, Stewart, Talbot, Taylor, Troup, Webster

Wage Determination No.: 05-2139

Revision No.: 3

Division of Wage Determination | Date of Last Revision: 5/29/2007

State(s): Georgia

Areas: Georgia COUNTIES OF Baldwin, Bibb, Bleckley, Crawford, Crisp,
Dodge, Dooly, Hancock, Houston, Jasper, Johnson, Jones, Lamar, Laurens,
Macon, Monroe, Montgomery, Peach, Pike, Pulaski, Putnam, Telfair,
Treutlen, Twiggs, Upson, Washington, Wheeler, Wilcox, Wilkinson

Wage Determination No.: 05-2141

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Georgia, South Carolina

Areas: Georgia COUNTIES OF Appling, Bacon, Bryan, Bulloch, Candler,
Chatham, Effingham, Evans, Jeff Davis, Liberty, Long, McIntosh,
Screven, Tattnall, Toombs, Wayne
South Carolina COUNTIES OF Hampton, Jasper

Wage Determination No.: 05-2147

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Guam, Northern Marianas

Areas: Guam Statewide
Northern Marianas Statewide

Wage Determination No.: 05-2153

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): Hawaii

Areas: Hawaii Statewide

Wage Determination No.: 05-2159

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/17/2007

State(s): Idaho

Areas: Idaho Statewide

Wage Determination No.: 05-2165

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Champaign, De Witt, Douglas, Edgar, Ford,
McLean, Piatt, Vermilion

Wage Determination No.: 05-2167

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Cook, De Kalb, Du Page, Kane, Lake, Lee,
McHenry,

Wage Determination No.: 05-3005

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/09/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Boone, Ogle, Stephenson, Winnebago

Wage Determination No.: 05-2169

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Illinois

Areas: Illinois COUNTIES OF Christian, Clark, Coles, Crawford,
Cumberland, Jasper, Macon, Moultrie, Shelby

Wage Determination No.: 05-2171

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Grundy, Iroquois, Kankakee, Kendall, La
Salle Livingston, Will

Wage Determination No.: 05-2173

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Illinois

Areas: Illinois COUNTIES OF Fulton, Hancock, Knox, McDonough, Marshall,
Mason, Peoria, Putnam, Schuyler, Stark, Tazewell, Woodford

Wage Determination No.: 05-2175

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 2/11/2008

State(s): Illinois, Iowa

Areas: Iowa COUNTIES OF Des Moines, Henry, Lee, Louisa, Muscatine,
Scott
Illinois COUNTIES OF Bureau, Carroll, Henderson, Henry, Jo. Daviess,
Mercer, Rock Island, Warren, Whiteside

Wage Determination No.: 05-2177

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Illinois

Areas: Illinois COUNTIES OF Adams, Brown, Cass, Greene, Logan,
Macoupin, Menard, Montgomery, Morgan, Pike, Sangamon, Scott

Wage Determination No.: 05-2183

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 3/11/2008

State(s): Illinois, Indiana

Areas: Illinois COUNTIES OF Edwards, Gallatin, Hardin, Lawrence,
Richland, Wabash, White
Indiana COUNTIES OF Brown, Crawford, Davies, Dubois, Gibson, Greene,
Jackson, Knox, Lawrence, Martin, Monroe, Orange, Owen, Pike, Washington

Wage Determination No.: 05-2185

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 3/11/2008

State(s): Indiana

Areas: Indiana COUNTIES OF Elkhart, Kosciusko

Wage Determination No.: 05-2187

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/18/2007

State(s): Indiana, Kentucky, Tennessee

Areas: Indiana COUNTIES OF Perry, Posey, Spencer, Vanderburgh, Warrick
Kentucky COUNTIES OF Butler, Caldwell, Christian, Crittenden,
Daviess, Hancock, Henderson, Hopkins, Livingston, Logan, Lyon, McLean,
Muhlenberg, Ohio, Todd, Trigg, Union, Warren, Webster
Tennessee COUNTIES OF Montgomery, Stewart

Wage Determination No.: 05-2189

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Adams, Allen, Blackford, De Kalb, Grant,
Huntington, Jay, Lagrange, Noble, Steuben, Wabash, Wells, Whitley
Ohio COUNTIES OF Defiance, Paulding, Williams

Wage Determination No.: 05-2191

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Benton, Jasper, Lake, La Porte, Newton,
Porter, Pulaski, Starke

Wage Determination No.: 05-2193

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Bartholomew, Boone, Clay, Decatur, Delaware, Fayette, Fountain, Hamilton, Hancock, Hendricks, Henry, Johnson, Madison, Marion, Montgomery, Morgan, Parke, Putnam, Rush, Shelby, Sullivan, Tippecanoe, Vermillion, Vigo, Warren

Wage Determination No.: 05-2195

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/15/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Carroll, Cass, Clinton, Fulton, Howard, Miami, Tipton, White

Wage Determination No.: 05-2197

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Indiana

Areas: Indiana COUNTIES OF Marshall, Saint Joseph

Wage Determination No.: 05-2203

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): Iowa

Areas: Iowa COUNTIES OF Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cedar, Chickasaw, Clayton, Clinton, Delaware, Dubuque, Fayette, Floyd, Grundy, Howard, Iowa, Jackson, Jefferson, Johnson, Jones, Keokuk, Linn, Mitchell, Tama, Van Buren, Washington, Winneshiek

Wage Determination No.: 05-2205

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/17/2007

State(s): Iowa

Areas: Iowa COUNTIES OF Adair, Appanoose, Audubon, Boone, Calhoun, Carroll, Cerro Gordo, Clarke, Dallas, Davis, Decatur, Emmet, Franklin, Greene, Guthrie, Hamilton, Hancock, Hardin, Humboldt, Jasper, Kossuth, Lucas, Madison, Mahaska, Marion, Marshall, Monroe, Palo Alto, Pocahontas, Polk, Poweshiek, Ringgold, Story, Taylor, Union, Wapello, Warren, Wayne, Webster, Winnebago, Worth, Wright

Wage Determination No.: 05-2211

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): Johnston Island

Areas: Johnston Island Statewide

Wage Determination No.: 05-2213

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kansas

Areas: Kansas COUNTIES OF Brown, Clay, Cloud, Coffey, Dickinson, Geary, Jackson, Jefferson, Lyon, Marshall, Morris, Nemaha, Osage, Ottawa, Pottawatomie, Republic, Riley, Saline, Shawnee, Wabaunsee, Washington

Wage Determination No.: 05-2215

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/23/2007

State(s): Kansas

Areas: Kansas COUNTIES OF Allen, Barber, Barton, Bourbon, Butler, Chase, Chautauqua, Cherokee, Cheyenne, Clark, Comanche, Cowley, Crawford, Decatur, Edwards, Elk, Ellis, Ellsworth, Finney, Ford, Gove, Graham, Grant, Gray, Greeley, Greenwood, Hamilton, Harper, Harvey, Haskell, Hodgeman, Jewell, Kearny, Kingman, Kiowa, Labette, Lane, Lincoln, Logan, McPherson, Marion, Meade, Mitchell, Montgomery, Morton, Neosho, Ness, Norton, Osborne, Pawnee, Phillips, Pratt, Rawlins, Reno, Rice, Rooks, Rush, Russell, Scott, Sedgwick, Seward, Sheridan, Sherman, Smith, Stafford, Stanton, Stevens, Sumner, Thomas, Trego, Wallace, Wichita, Wilson, Woodson

Wage Determination No.: 05-2221

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Kentucky

Areas: Kentucky COUNTIES OF Anderson, Bath, Bell, Bourbon, Boyle, Breathitt, Casey, Clark, Clay, Estill, Fayette, Fleming, Franklin, Garrard, Green, Harlan, Harrison, Jackson, Jessamine, Knott, Knox, Laurel, Lee, Leslie, Letcher, Lincoln, McCreary, Madison, Marion, Menifee, Mercer, Montgomery, Morgan, Nicholas, Owen, Owsley, Perry, Powell, Pulaski, Robertson, Rockcastle, Rowan, Scott, Taylor, Washington, Wayne, Whitley, Wolfe, Woodford

Wage Determination No.: 05-2223

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/31/2007

State(s): Indiana, Kentucky

Areas: Indiana COUNTIES OF Clark, Floyd, Harrison, Jefferson, Jennings, Scott
Kentucky COUNTIES OF Breckinridge, Bullitt, Edmonson, Grayson, Hardin, Hart, Henry, Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Trimble

Wage Determination No.: 05-2229

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana

Areas: Louisiana PARISHES OF Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, Vernon, Winn

Wage Determination No.: 05-2231

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana

Areas: Louisiana PARISHES OF Ascension, Assumption, East Baton Rouge, East Feliciana, Iberia, Iberville, Livingston, Pointe Coupee, St Helena, Saint James, St Landry, St Martin, St Mary, Tangipahoa, West Baton Rouge, West Feliciana

Wage Determination No.: 05-2233

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Louisiana

Areas: Louisiana PARISHES OF Jefferson, Lafourche, Orleans,
Plaquemines, St Bernard, St Charles, Saint John The Baptist, St
Tammany, Terrebonne, Washington

Wage Determination No.: 05-2235

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Arkansas, Louisiana, Texas

Areas: Arkansas COUNTIES OF Columbia, Hempstead, Howard, Lafayette,
Little River, Miller, Nevada, Sevier
Louisiana PARISHES OF Bienville, Bossier, Caddo, Claiborne, De Soto,
East Carroll, Jackson, Lincoln, Madison, Morehouse, Ouachita, Red
River, Richland, Union, Webster, West Carroll
Texas COUNTIES OF Bowie, Camp, Cass, Cherokee, Franklin, Gregg,
Harrison, Marion, Morris, Panola, Red River, Rusk, Titus, Upshur

Wage Determination No.: 05-2241

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 3/18/2008

State(s): Maine

Areas: Maine Statewide

Wage Determination No.: 05-2247

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): Maryland

Areas: Maryland COUNTIES OF Anne Arundel, Baltimore, Carroll, Harford,
Howard, Baltimore City

Wage Determination No.: 05-2249

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): Maryland, Pennsylvania, Virginia

Areas: Maryland COUNTIES OF Allegany, Garrett, Washington
Pennsylvania COUNTY OF Franklin
Virginia COUNTIES OF Clarke, Culpeper, Frederick, Greene, Madison,
Page, Rappahannock, Rockingham, Shenandoah, Warren

Wage Determination No.: 05-3015

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State: Maryland

Areas: Maryland COUNTY of Queen Anne's

Wage Determination No.: 05-2253

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Massachusetts, Rhode Island

Areas: Massachusetts COUNTIES OF Bristol, Norfolk, Worcester
Rhode Island COUNTY OF Providence

Wage Determination No.: 05-2255

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/11/2008

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Bristol, Essex, Middlesex, Norfolk,
Plymouth, Suffolk, and Worcester

Wage Determination No.: 05-2257

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/07/2008

State(s): Massachusetts, New Hampshire

Areas: Massachusetts COUNTY OF Essex
New Hampshire COUNTY OF Rockingham

Wage Determination No.: 05-2259

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 3/07/2008

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Barnstable, Bristol, Dukes, Nantucket,
Norfolk, Plymouth

Wage Determination No.: 05-2261

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/15/2007

State(s): Massachusetts

Areas: Massachusetts COUNTIES OF Berkshire, Franklin, Hampden,
Hampshire, and Worcester

Wage Determination No.: 05-2263

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/07/2008

State s): Massachusetts

Areas: Massachusetts and specific cities in COUNTY OF Worcester

Wage Determination No.: 05-2269

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Lenawee, Washtenaw

Wage Determination No.: 05-2271

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/30/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Alcona, Alpena, Antrim, Arenac, Benzie,
Charlevoix, Cheboygan, Crawford, Emmet, Grand Traverse, Iosco,
Kalkaska, Leelanau, Manistee, Missaukee, Montmorency, Ogemaw, Oscoda,
Otsego, Presque Isle, Roscommon, Wexford

Wage Determination No.: 05-2273

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Genesee, Lapeer, Macomb, Monroe, Oakland,
St Clair, Wayne

Wage Determination No.: 05-3011

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Livingston

Wage Determination No.: 05-2275

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/31/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Bay, Clare, Clinton, Gladwin, Gratiot, Huron, Isabella, Lake, Mason, Mecosta, Midland, Montcalm, Muskegon, Newaygo, Oceana, Osceola, Saginaw, Sanilac, Shiawassee, Tuscola

Wage Determination No.: 05-2277

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Barry, Berrien, Branch, -Calhoun, Cass, Eaton, Hillsdale, Ingham, Ionia, Jackson, Kalamazoo, Saint Joseph, Van Buren

Wage Determination No.: 05-3029

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/19/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Allegan, Kent, Ottawa

Wage Determination No.: 05-3031

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/19/2007

State(s): Michigan

Areas: Michigan COUNTY OF Muskegon

Wage Determination No.: 05-2279

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): Michigan

Areas: Michigan COUNTIES OF Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, Schoolcraft

Wage Determination No.: 05-2285

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Aitkin, Becker, Beltrami, Carlton, Cass, Clay, Clearwater, Cook, Crow Wing, Hubbard, Itasca, Kanabec, Kittson, Koochiching, Lake, Lake of The Woods, Mahanomen, Marshall, Norman, Otter Tail, Pennington, Pine, Polk, Red Lake, Roseau, St Louis, Wadena, Wilkin

Wisconsin COUNTIES OF Ashland, Bayfield, Burnett, Douglas, Iron, Price, Rusk, Sawyer, Taylor, Washburn

Wage Determination No.: 05-2287

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/15/2007

State(s): Minnesota, Wisconsin

Areas: Minnesota COUNTIES OF Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Washington, Wright

Wisconsin COUNTIES OF Pierce, Polk, St Croix

Wage Determination No.: 05-2289

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/20/2007

State(s): Minnesota

Areas: Minnesota COUNTIES OF Benton, Big Stone, Blue Earth, Brown, Chippewa, Cottonwood, Dodge, Douglas, Faribault, Fillmore, Freeborn, Goodhue, Grant, Houston, Jackson, Kandiyohi, Lac Qui Parle, Le Sueur, Lincoln, Lyon, McLeod, Martin, Meeker, Mille Lacs, Morrison, Mower, Murray, Nicollet, Nobles, Olmsted, Pipestone, Pope, Redwood, Renville, Rice, Rock, Sherburne, Sibley, Stearns, Steele, Stevens, Swift, Todd, Traverse, Wabasha, Waseca, Watonwan, Winona, Yellow Medicine

Wage Determination No.: 05-2295

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/17/2007

State(s): Mississippi

Areas: Mississippi COUNTIES OF Alcorn, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Lowndes, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tishomingo, Tunica, Union, Washington, Webster, Winston, Yalobusha

Wage Determination No.: 05-2297

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/17/2007

State(s): Mississippi

Areas: Mississippi COUNTIES OF Adams, Amite, Attala, Claiborne, Copiah, Covington, Franklin, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lamar, Lawrence, Leake, Lincoln, Madison, Marion, Pike, Rankin, Scott, Sharkey, Simpson, Smith, Walthall, Warren, Wilkinson, Yazoo

Wage Determination No.: 05-2299

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 9/25/2007

State(s): Alabama, Mississippi

Areas: Alabama COUNTIES OF Sumter
Mississippi COUNTIES OF Clarke, Forrest, Greene, Jasper, Jones, Kemper, Lauderdale, Neshoba, Newton, Perry, Wayne

Wage Determination No.: 05-2301

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 9/17/2007

State(s): Mississippi

Areas: Mississippi COUNTIES OF George, Hancock, Harrison, Jackson, Pearl River, Stone

Wage Determination No.: 05-2307

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 9/21/2007

State(s): Kansas, Missouri

Areas: Kansas COUNTIES OF Anderson, Atchison, Doniphan, Douglas, Franklin, Johnson, Leavenworth, Linn, Miami, Wyandotte
Missouri COUNTIES OF Adair, Andrew, Atchison, Bates, Buchanan, Caldwell, Carroll, Cass, Chariton, Clay, Clinton, Cooper, Daviess, De Kalb, Gentry, Grundy, Harrison, Henry, Holt, Howard, Jackson, Johnson, Lafayette, Linn, Livingston, Macon, Mercer, Nodaway, Pettis, Platte, Putnam, Ray, Saline, Schuyler, Sullivan, Worth

Wage Determination No.: 05-2309

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007

State(s): Illinois, Missouri

Areas: Illinois COUNTIES OF Alexander, Bond, Calhoun, Clay, Clinton, Effingham, Fayette, Franklin, Hamilton, Jackson, Jefferson, 'Jersey, Johnson, Madison, Marion, Massac, Monroe, Perry, Pope, Pulaski, Randolph, St Clair, Saline, Union, Washington, Wayne, Williamson
Missouri COUNTIES OF Audrain, Boone, Callaway, Clark, Cole, Crawford, Franklin, Gasconade, Jefferson, Knox, Lewis, Lincoln, Marion, Monroe, Montgomery, Osage, Pike, Ralls, Randolph, St Charles, Ste Genevieve, St Francois, St Louis, Scotland, Shelby, Warren, Washington

Wage Determination No.: 05-2311

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/09/2007

State(s): Missouri

Areas: Missouri COUNTIES OF Barry, Barton, Benton, Bollinger, Butler, Camden, Cape Girardeau, Carter, Cedar, Christian, Dade, Dallas, Dent, Douglas, Dunklin, Greene, Hickory, Howell, Iron, Jasper, Laclede, Lawrence, McDonald, Madison, Maries, Miller, Mississippi, Moniteau, Morgan, New Madrid, Newton, Oregon, Ozark, Pemiscot, Perry, Phelps, Polk, Pulaski, Reynolds, Ripley, St Clair, Scott, Shannon, Stoddard, Stone, Taney, Texas, Vernon, Wayne, Webster, Wright

Wage Determination No.: 05-2317

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Montana

Areas: Montana Statewide

Wage Determination No.: 05-2323

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/19/2007

State(s): Nebraska

Areas: Nebraska COUNTIES OF Adams, Antelope, Arthur, Blaine, Boone, Boyd, Brown, Buffalo, Chase, Cherry, Clay, Custer, Dawson, Dundy, Fillmore, Franklin, Frontier, Furnas, Garfield, Gosper, Grant, Greeley, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Jefferson, Kearney, Keith, Keya Paha, Knox, Lincoln, Logan, Loup, McPherson, Merrick, Nance, Nuckolls, Perkins, Phelps, Platte, Polk, Red Willow, Rock, Saline, Seward, Sherman, Thayer, Thomas, Valley, Webster, Wheeler, York

Wage Determination No.: 05-2325

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 1/04/2008

State(s): Iowa, Nebraska

Areas: Iowa COUNTIES OF Adams, Buena Vista, Cass, Cherokee, Clay, Crawford, Dickinson, Fremont, Harrison, Ida, Lyon, Mills, Monona, Montgomery, Obrien, Osceola, Page, Plymouth, Pottawattamie, Sac, Shelby, Sioux, Woodbury
Nebraska COUNTIES OF Burt, Butler, Cass, Cedar, Colfax, Cuming, Dakota, Dixon, Dodge, Douglas, Gage, Johnson, Lancaster, Madison, Nemaha, Otoe, Pawnee, Pierce, Richardson, Sarpy, Saunders, Stanton, Thurston, Washington, Wayne

Wage Determination No.: 05-2331

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/17/2007

State(s): Arizona, Nevada

Areas: Arizona COUNTIES OF Mohave
Nevada COUNTIES OF Clark, Esmeralda, Lincoln, Nye

Wage Determination No.: 05-2333

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): California, Nevada

Areas: California COUNTIES OF Lassen, Mono
Nevada All COUNTIES except Clark, Esmeralda, Lincoln, Nye

Wage Determination No.: 05-2339

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 9/17/2007

State(s): New Hampshire

Areas: New Hampshire COUNTY OF Rockingham

Wage Determination No.: 05-2345

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Atlantic, Cape May, Cumberland

Wage Determination No.: 05-2347

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Bergen, Passaic

Wage Determination No.: 05-2349

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Hunterdon, Middlesex, Somerset, Warren

Wage Determination No.: 05-2351

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Monmouth, Ocean

Wage Determination No.: 05-2353

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New Jersey

Areas: New Jersey COUNTIES OF Essex, Hudson, Morris, Sussex, Union

Wage Determination No.: 05-2355

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New Jersey

Areas: New Jersey COUNTY OF Mercer

Wage Determination No.: 05-2361

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 9/27/2007

State(s): New Mexico

Areas: New Mexico COUNTIES OF Bernalillo, Catron, Cibola, Colfax, De Baca, Guadalupe, Harding, Los Alamos, McKinley, Mora, Rio Arriba, Sandoval, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Valencia

Wage Determination No.: 05-2367

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): New York

Areas: New York COUNTIES OF Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

Wage Determination No.: 05-2371

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 8/0/2007

State(s): New York

Areas: New York COUNTIES OF Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming

Wage Determination No.: 05-2373

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New York

Areas: New York COUNTIES OF Nassau, Suffolk

Wage Determination No.: 05-2375

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New York

Areas: New York COUNTIES OF Bronx, Kings, New York, Putnam, Queens, Richmond, Rockland, Westchester

Wage Determination No.: 05-2377

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): New York

Areas: New York COUNTIES OF Clinton, Essex, Franklin, Jefferson, Lewis,
St Lawrence

Wage Determination No.: 05-2379

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): New York

Areas: New York COUNTIES OF Delaware, Dutchess, Orange, Sullivan,
Ulster

Wage Determination No.: 05-2381

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 3/14/2008

State(s): New York

Areas: New York COUNTIES OF Genesee, Livingston, Monroe, Ontario,
Orleans, Schuyler, Seneca, Steuben, Wayne, Yates

Wage Determination No.: 05-2383

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/06/2007

State(s): New York

Areas: New York COUNTIES OF Broome, Cayuga, Chemung, Chenango,
Cortland,
Hamilton, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tioga,
Tompkins

Wage Determination No.: 05-2389

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): North Carolina

Areas: North Carolina COUNTIES OF Alleghany, Ashe, Avery, Buncombe,
Burke, Caldwell, Cherokee, Clay, Graham, Haywood, Henderson, Jackson,
McDowell, Macon, Madison, Mitchell, Polk, Rutherford, Swain,
Transylvania, Watauga, Yancey

Wage Determination No.: 05-2391

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Alexander, Anson, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union, Wilkes

South Carolina COUNTIES OF Chesterfield, Lancaster, York

Wage Determination No.: 05-2393

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 3/19/2008

State(s): North Carolina, South Carolina

Areas: North Carolina COUNTIES OF Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson

South Carolina COUNTIES OF Dillon, Horry, Marion, Marlboro

Wage Determination No.: 05-2397

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/06/2007

States: North Carolina

Areas: North Carolina COUNTIES OF Alamance, Caswell, Chatham, Davidson, Davie, Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes, Surry, Yadkin

Wage Determination No.: 05-2401

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007

State(s): North Carolina

Areas: North Carolina COUNTIES OF Bertie, Durham, Edgecombe, Franklin, Granville, Halifax, Hertford, Nash, Northampton, Orange, Person, Vance, Wake, Warren

Wage Determination No.: 05-2407

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/27/2007
State(s): North Dakota

Areas: North Dakota Statewide

Wage Determination No.: 05-2413

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007
State(s): Indiana, Kentucky, Ohio

Areas: Indiana COUNTIES OF Dearborn, Franklin, Ohio, Ripley,
Switzerland Kentucky COUNTIES OF Boone, Bracken, Campbell, Carroll,
Gallatin, Grant, Kenton, Mason, Pendleton
Ohio COUNTIES OF Brown, Butler, Clermont, Hamilton, Warren

Wage Determination No.: 05-2415

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 7/18/2007
State(s): Ohio

Areas: Ohio COUNTIES OF Ashland, Ashtabula, Cuyahoga, Erie, Geauga,
Huron, Lake, Lorain, Medina, Portage, Richland, Stark, Summit, Wayne

Wage Determination No.: 05-3013

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/11/2008
State(s): Ohio

Areas: Ohio COUNTIES OF Carroll, Mahoning, Trumbull

Wage Determination No.: 05-2417

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/18/2007
State(s): Ohio

Areas: Ohio COUNTIES OF Coshocton, Crawford, Delaware, Fairfield,
Fayette, Franklin', Guernsey, Holmes, Knox, Licking, Madison, Marion,
Morrow, Muskingum, Perry, Pickaway, Union

Determination No.: 05-2419

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/15/2007
State(s): Indiana, Ohio

Areas: Indiana COUNTIES OF Randolph, Union, Wayne

Ohio COUNTIES OF Champaign, Clark, Clinton, Darke, Greene, Logan,
Miami, Montgomery, Preble, Shelby

Wage Determination No.: 05-2421

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/15/2007
State(s): Ohio

Areas: Ohio COUNTIES OF Allen, Auglaize, Hancock, Hardin, Mercer,
Putnam, Van Wert, Wyandot

Wage Determination No.: 05-2423

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/05/2007
State(s): Ohio

Areas: Ohio COUNTIES OF Adams, Athens, Gallia, Highland, Hocking,
Jackson,
Lawrence, Meigs, Pike, Ross, Scioto, Vinton

Wage Determination No.: 05-2425

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007
State(s): Ohio

Areas: Ohio COUNTIES OF Fulton, Henry, Lucas, Ottawa, Sandusky, Seneca,
Wood

Wage Determination No.: 05-2431

Revision No.: 5

Division of Wage Determinations: | Date of Last Revision: 9/28/2007
State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Alfalfa, Atoka, Beckham, Blaine, Bryan,
Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis,
Garfield,
Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln,
Logan, Love, McClain, Major, Marshall, Murray, Noble, Oklahoma, Payne,
Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

Wage Determination No.: 05-2433

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/15/2007
State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Adair, Cherokee, Choctaw, Craig, Creek,
Delaware, Haskell, Kay, Latimer, Le Flore, McCurtain, McIntosh,
Mayes, Muskogee, Nowata, Okfuskee, Okmulgee, Osage, Ottawa, Pawnee,
Pittsburg, Pushmataha, Rogers, Sequoyah, Tulsa, Wagoner, Washington

Wage Determination No.: 05-2439

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/21/2007
State(s): Oregon

Areas: Oregon COUNTIES OF Benton, Coos, Crook, Curry, Deschutes,
Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln,
Linn

Wage Determination No.: 05-2441

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/20/2007
State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Clackamas, Clatsop, Columbia, Gilliam, Hood
River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington,
Yamhill
Washington COUNTIES OF Clark, Cowlitz, Klickitat, Pacific, Skamania,
Wahkiakum

Wage Determination No.: 05-2447

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/02/2007

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Berks, Cumberland, Dauphin, Juniata,
Lancaster, Lebanon, Mifflin, Montour, Northumberland, Perry, Snyder,
Union

Wage Determination No.: 05-2449

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): New Jersey, Pennsylvania

Areas: New Jersey COUNTIES OF Burlington, Camden, Gloucester
Pennsylvania COUNTIES OF Bucks, Chester, Delaware, Lehigh, Montgomery,
Northampton, Philadelphia

Wage Determination No.: 05-2451

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 3/07/2008

State(s): Ohio, Pennsylvania

Areas: Ohio COUNTIES OF Belmont, Harrison, Jefferson, Tuscarawas
Pennsylvania COUNTIES OF Allegheny, Armstrong, Beaver, Bedford, Blair,
Butler, Cambria, Cameron, Centre, Clarion, Clearfield, Clinton,
Crawford, Elk, Erie, Fayette, Forest, Fulton, Greene, Huntingdon,
Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Somerset,
Venango, Warren, Washington, Westmoreland

Wage Determination No.: 05-2453

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Bradford, Carbon, Columbia, Lackawanna,
Luzerne, Lycoming, Monroe, Pike, Schuylkill, Sullivan, Susquehanna,
Tioga, Wayne, Wyoming

Wage Determination No.: 05-2455

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/12/2007

State(s): Pennsylvania

Areas: Pennsylvania COUNTIES OF Adams, York

Wage Determination No. 05-2461

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Puerto Rico

Areas: Puerto Rico Statewide

Wage Determination No. 05-2467

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/15/2007

State(s): Rhode Island

Areas: Entire state excluding cities and towns in Providence County

Wage Determination No.: 05-2473

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Beaufort, Berkeley, Charleston,
Colleton, Dorchester, Georgetown, Williamsburg

Wage Determination No.: 05-2475

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/28/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Calhoun, Chester, Clarendon,
Fairfield, Kershaw, Lexington, Newberry, Orangeburg, Richland, Saluda,
Sumter

Wage Determination No: 05-2477

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 8/17/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Darlington, Florence, Lee

Wage Determination No.: 05-2479

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 8/09/2007

State(s): South Carolina

Areas: South Carolina COUNTIES OF Abbeville, Anderson, Cherokee,
Greenville, Greenwood, Laurens, Oconee, Pickens, Spartanburg, Union

Wage Determination No.: 05-2485

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): South Dakota

Areas: South Dakota COUNTIES OF Bennett, Butte, Corson, Custer, Dewey,
Fall River, Gregory, Haakon, Harding, Jackson, Jones, Lawrence, Lyman,
Meade, Mellette, Pennington, Perkins, Shannon, Stanley, Todd, Tripp,
Ziebach

Wage Determination No.: 05-3025

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): South Dakota

Areas: South Dakota COUNTIES OF Aurora, Beadle, Bon Homme, Brookings,
Brown, Brule, Buffalo, Campbell, Charles Mix, Clark, Clay, Codington,
Davison, Day, Deuel, Douglas, Edmunds, Faulk, Grant, Hamlin, Hand,
Hanson, Hughes, Hutchinson, Hyde, Jerauld, Kingsbury, Lake, Lincoln,
Marshall, McCook, McPherson, Miner, Minnehaha, Moody, Potter, Roberts,
Sanborn, Spink, Sully, Turner, Union, Walworth, Yankton

Wage Determination No.: 05-2491

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Georgia, Tennessee

Areas: Georgia COUNTIES OF Catoosa, Dade, Walker
Tennessee COUNTIES OF Bledsoe, Bradley, Coffee, Franklin, Grundy,
Hamilton, McMinn, Marion, Meigs, Polk, Rhea, Sequatchie, Van Buren

Wage Determination No.: 05-2493

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 8/09/2007

State(s): Tennessee

Areas: Tennessee COUNTIES OF Anderson, Blount, Campbell, Claiborne, Cumberland, Fentress, Grainger, Hamblen, Jefferson, Knox, Loudon, Monroe, Morgan, Pickett, Roane, Scott, Sevier, Union

Wage Determination No.: 05-2495

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 2/22/2008

State(s) : Arkansas, Kentucky, Mississippi, Tennessee

Areas: Arkansas COUNTIES OF Craighead, Crittenden, Cross, Lee, Mississippi, Poinsett, St Francis
Kentucky COUNTIES OF Ballard, Calloway, Carlisle, Fulton, Graves, Hickman, McCracken, Marshall
Mississippi COUNTIES OF Benton, De Soto, Marshall, Tippah
Tennessee COUNTIES OF Benton, Carroll, Chester, Crockett, Decatur, Dyer, Fayette, Gibson, Hardeman, Hardin, Haywood, Henderson, Henry, Lake, Lauderdale, McNairy, Madison, Obion, Shelby, Tipton, Weakley

Wage Determination No.: 05-2497

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 8/23/2007

State(s): Kentucky, Tennessee

Areas: Kentucky COUNTIES OF Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson
Tennessee COUNTIES OF Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

Wage Determination No.: 05-2499

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Tennessee, Virginia

Areas: Tennessee COUNTIES OF Carter, Cocke, Greene, Hancock, Hawkins, Johnson, Sullivan, Unicoi, Washington
Virginia COUNTIES OF Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise

Wage Determination No.: 05-2503

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Bastrop, Blanco, Burleson, Burnet, Caldwell,
Fayette, Hays, Lampasas, Lee, Llano, Mason, Milam, San Saba, Travis,
Williamson

Wage Determination No.: 05-2505

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/19/2007

State(s): Louisiana, Texas

Areas: Louisiana PARISHES OF Calcasieu, Cameron, Jefferson Davis,
Lafayette, Vermilion
Texas COUNTIES OF Angelina, Hardin, Jasper, Jefferson, Nacogdoches,
Newton, Orange, Polk, Sabine, San Augustine, Shelby, Tyler

Wage Determination No.: 05-2507

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): Texas

Areas: Texas COUNTIES OF Aransas, Bee, Calhoun, Goliad, Jim Wells,
Kleberg, Live Oak, Nueces, Refugio, San Patricio, Victoria

Wage Determination No.: 05-2509

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/21/2007

State(s): Texas

Areas: Texas COUNTIES OF Collin, Cooke, Dallas, Delta, Denton, Ellis,
Fannin, Grayson, Henderson, Hopkins, Hunt, Kaufman, Lamar, Navarro,
Rains, Rockwall, Smith, Van Zandt, Wood

Wage Determination No.: 05-2511

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 5/29/2007

State(s): New Mexico, Texas

Areas: New Mexico COUNTIES OF Chaves, Dona Ana, Eddy, Grant, Hidalgo,
Lincoln, Luna, Otero, Sierra
Texas COUNTIES OF Culberson, El Paso, Hudspeth

Wage Determination No.: 05-2513

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/21/2007

State(s): Texas

Areas: Texas COUNTIES OF Erath, Hood, Jack, Johnson, Montague, Palo Pinto, Parker, Somervell, Tarrant, Wise

Wage Determination No.: 05-2515

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/16/2007

State(s): Texas

Areas: Texas COUNTIES OF Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Grimes, Harris, Houston, Jackson, Lavaca, Liberty, Madison, Matagorda, Montgomery, San Jacinto, Trinity, Walker, Waller, Washington, Wharton

Wage Determination No.: 05-2517

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 7/24/2007

State(s): New Mexico, Oklahoma, Texas

Areas:, New Mexico COUNTIES OF Curry, Lea, Quay, Roosevelt, Union
Oklahoma COUNTIES OF Beaver, Cimarron, Texas
Texas COUNTIES OF Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Coilingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, McCulloch, Martin, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

Wage Determination No.: 05-2519

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 2/12/2008

State(s): Texas

Areas: Texas COUNTIES OF Brooks, Cameron, Dimmit, Duval, Frio, Hidalgo, Jim Hogg, Kenedy, La Salle, Maverick, Starr, Webb, Willacy, Zapata, Zavala

Wage Determination No.: 05-2521

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/26/2007

State(s): Texas

Areas: Texas COUNTIES OF Atascosa, Bandera, Bexar, Comal, De Witt,
Edwards, Gillespie, Gonzales, Guadalupe, Karnes, Kendall, Kerr, Kinney,
McMullen, Medina, Real, Uvalde, Val Verde, Wilson

Wage Determination No.: 05-2523

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Texas

Areas: Texas COUNTIES OF Anderson, Bell, Bosque, Brazos, Coryell,
Falls, Freestone, Hamilton, Hill, Leon, Limestone, McLennan, Mills,
Robertson

Wage Determination No.: 05-2525

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 6/15/2007

State(s): Oklahoma, Texas

Areas: Oklahoma COUNTIES OF Comanche, Cotton, Greer, Harmon, Jackson,
Jefferson, Kiowa, Stephens, Tillman
Texas COUNTIES OF Archer, Baylor, Clay, Wichita, Wilbarger

Wage Determination No.: 05-2531

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Utah

Areas: Utah Statewide

Wage Determination No.: 05-2537

Revision No.: 7

Division of Wage Determinations | Date of Last Revision: 3/13/2008

State(s): Vermont

Areas: Vermont Statewide

Wage Determination No.: 05-2543

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 11/13/2007

State(s): North Carolina, Virginia

Areas: North Carolina COUNTIES OF Camden, Chowan, Currituck, Gates,
Pasquotank, Perquimans
Virginia COUNTIES OF Gloucester, Isle of Wight, James City, Mathews,
Southampton, Surry, York, Chesapeake, Hampton, Newport News, Norfolk,
Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg

Wage Determination No.: 05-2545

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 9/25/2007
State(s): Virginia

Areas: Virginia COUNTIES OF Albemarle, Amelia, Brunswick, Buckingham, Caroline, Charles City, Charlotte, Charlottesville, Chesterfield, Colonial Heights, Cumberland, Dinwiddie, Essex, Fluvanna, Goochland, Greenville, Hanover, Henrico, King and Queen, King William, Lancaster, Louisa, Lunenburg, Mecklenburg, Middlesex, New Kent, Northumberland, Nottoway, Orange, Powhatan, Prince Edward, Prince George, Richmond, Sussex, Westmoreland, Hopewell, Petersburg

Wage Determination No.: 05-2547

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Virginia

Areas: Virginia COUNTIES OF Alleghany, Amherst, Appomattox, Augusta, Bath, Bedford, Bland, Botetourt, Campbell, Carroll, Craig, Floyd, Franklin, Giles, Halifax, Henry, Highland, Montgomery, Nelson, Patrick, Pittsylvania, Pulaski, Roanoke, Rockbridge, Wythe

Wage Determination No.: 05-3019

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): Virginia

Areas: Virginia COUNTIES OF Fredericksburg, Spotsylvania

Wage Determination No.: 05-2553

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 9/17/2007
State(s): Virgin Islands

Areas: Virgin Islands Statewide

Wage Determination No.: 05-2559

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 11/30/2007

State(s): Washington

Areas: Washington COUNTIES OF Clallam, Grays Harbor, Jefferson, Kitsap, Mason

Wage Determination No.: 05-2561

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 2/21/2008

State(s): Washington

Areas: Washington COUNTIES OF Island, San Juan, Skagit

Wage Determination No.: 05-2563

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 2/21/2008

State(s): Washington

Areas: Washington COUNTIES OF King, Snohomish, Whatcom

Wage Determination No.: 05-2565

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 12/18/2007

State(s): Washington

Areas: Washington COUNTIES OF Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Wage Determination No.: 05-2567

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 2/20/2008

State(s): Washington

Areas: Washington COUNTIES OF Lewis, Pierce, Thurston

Wage Determination No.: 05-2569

Revision No.: 5

Division of Wage Determinations | Date of Last Revision: 10/01/2007

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler
Washington COUNTIES OF Benton, Franklin, Walla Walla, Yakima

Wage Determination No.: 05-2573

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/29/2007

State(s): Kentucky, Ohio, West Virginia

Areas: Kentucky COUNTIES OF Boyd, Carter, Elliott, Floyd, Greenup, Johnson, Lawrence, Lewis, Magoffin, Martin, Pike

Ohio COUNTIES OF Monroe, Morgan, Noble, Washington
West Virginia ALL COUNTIES EXCEPT Berkley and Jefferson

Wage Determination No.: 05-3017

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/05/2007

State(s): West Virginia

Areas: West Virginia COUNTIES OF Berkley, Jefferson

Wage Determination No.: 05-2575

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 7/19/2007

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Brown, Calumet, Door, Florence, Fond Du
Lac,
Forest, Green Lake, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon,
Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage,
Shawano, Sheboygan, Vilas, Waupaca, Waushara, Winnebago

Wage Determination No.: 05-2577

Revision No.: 6

Division of Wage Determinations | Date of Last Revision: 8/14/2007

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Adams, Barron, Buffalo, Chippewa, Clark,
Crawford, Dunn, Eau Claire, Grant, Jackson, Juneau, La Crosse, Monroe,
Pepin, Richland, Trempealeau, Vernon, Wood

Wage Determination No.: 05-2579

Revision No.: 2

Division of Wage Determinations | Date of Last Revision: 7/27/2007

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Columbia, Dane, Dodge, Green, Iowa,
Jefferson, Lafayette, Rock, Sauk

Wage Determination No.: 05-2581

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 9/27/2007

State(s): Wisconsin

Areas: Wisconsin COUNTIES OF Milwaukee, Ozaukee, Racine, Walworth,
Washington, Waukesha

Wage Determination No.: 05-3003

Revision No.: 4

Division of Wage Determinations | Date of Last Revision: 10/11/2007

State(s): Wisconsin

Areas: Wisconsin COUNTY OF Kenosha

Wage Determination No.: 05-2587

Revision No.: 3

Division of Wage Determinations | Date of Last Revision: 9/17/2007

State(s): Nebraska, Wyoming

Areas: Nebraska COUNTIES OF Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan, Sioux
Wyoming Statewide

Wage Determination No: 96-0223

Revision No.: 23

Division of Wage Determinations | Date of Last Revision: 8/07/2007

Service: 'Hazardous Waste Pickup and Disposal Services (Material/Oil and Related Cleanup)'

Area: 'NATIONWIDE: Applicable in the continental U.S. and Hawaii
Regions are defined as follows: MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont; SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.'

Wage Determination No: 1995-0317

Division of Wage Determinations

Revision No: 22

Date Of Revision: 06/20/2007

Nationwide: Applicable in the continental U.S., Alaska and Hawaii.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Government contracts for aerial photographer, aerial seeding, aerial spraying, transportation of personnel and cargo, fire reconnaissance, administrative flying, fire detection, air taxi mail service, and other flying services.

EXCEPT SCHEDULED AIRLINE TRANSPORTATION AND LARGE MULTI-ENGINE AIRCRAFT SUCH AS THE B-727, DC-8, AND THE DC-9.

Wage Determination No: 2004-0047

Division of Wage Determinations
Revision No: 9

Date Of Revision: 08/23/2007

NATIONWIDE: This wage determination applies to the Coastline of the U.S., Alaska and Hawaii except DC, DE, FL, GA, MD, NC, SC and VA (Southern Areas) .

ALASKA AREA: Alaska Coastline.

GULF OF MEXICO AREA: All land areas adjacent to the Gulf of Mexico, except Gulf of Mexico area in Texas and Louisiana (see WDs numbers below).

NEW ENGLAND AREA: From the border of New Brunswick, Canada down to longitude that is parallel to the border between Massachusetts and Rhode Island so as to include Nantucket Island and Martha's Vineyard.

NEW YORK AREA: From the above down to the line between Monmouth and Ocean Counties, New Jersey.

NORTHERN CALIFORNIA AREA: From the above longitudinal parallel line extending out from the border of Oregon and California.

OREGON AREA: From the above longitudinal parallel line extending out from the border of Washington and Oregon.

SOUTHERN CALIFORNIA AND HAWAII AREA: From the border of Mexico to a line starting from the border between San Luis Obispo and Monterey Counties, California parallel to the latitudinal lines, including Hawaii.

WASHINGTON AREA: From the above to a longitudinal parallel line extending out from the border of Canada and Washington.

See WD 2002-0190 for Louisiana and WD 2002-0261 for Texas.

The Southeast Area has been removed which includes the Southern Area of New

Jersey and can be located on WD 2007-0134.
